

Terms and Condition of Sale 1.5

» Date of issue 19/11/18

1. Axelent Limited, Company no. 4354234, of Unit 9 Hillmead Industrial Estate, Marshall Road, Swindon SN5 5FZ ("we" or "us") have agreed with you that we will supply and/or install either Mesh Partitioning, Anti Collapse, Mesh Decking, Machine Guarding, X Tray (the "System") as described on the Order.

2. Our responsibility

2.1 We will ensure that if we install the System it complies, at the time of installation, with any applicable health, safety or environmental laws and regulations except where paragraph 3.6 below obliges you to do this.

2.2 If we install the System it will be in a proper, efficient and business-like manner and in accordance with our company standards.

2.3 Before your Order we will discuss the System and your requirements. In doing so we will assess whether we are also supplying or supplying and installing the system (if applicable) and if we can or cannot meet all of your requirements we will discuss alternative solutions.

2.4 Quotes are provided to you without charge or obligation and we will not infer any obligation on you to place an Order because we have met with you to discuss the possible purchase of the System.

2.5 If we have to change the Order for reasons beyond our control and this causes an increase in costs, we will provide you with a quotation giving details of the extra costs. Reasons beyond our control would include, for example, changes in the design and manufacture of the System made by the provider which causes further work to the system or requires further inspections. We will (at your request) discuss and explain the new quotation and will, in any case, only carry out all the works (including the further work) once your written acceptance has been received.

2.6 Subject to paragraphs 2.1 to 2.5 above we will supply the System in accordance with the Order.

3. Your responsibility

3.1 You will permit us, during normal working hours,

first to conduct a meeting with you via phone and/or a survey of the location where the System is to be installed (if applicable), and then to undertake the work, according to the programme set out in the Order (as may be amended in accordance with paragraph 2.5 above).

3.2 You will cooperate with us in all matters and our reasonable requests relating to the Supply or (if applicable) Supply and Installation of the System including access to your premises.

3.3 You will ensure that any existing systems to which the System will be connected will be capable of handling and supporting the additional requirements added to it by the System. We can advise you on the general requirements or needs of the System but not the capabilities of your current system.

3.4 You will ensure, before we supply or (if applicable) Supply and Install the System, that all the furnishings and so on are removed so that we can carry out the work.

3.5 You will cover and protect from dirt and dust all fixtures and fittings not required to be removed.

3.6 You will obtain all permissions and consents from landlords, local authorities and so on, which are required before the work can be carried out and on our request you will provide us with copies of such permissions and consents so that we can ensure that the design of the System complies with applicable laws.

3.7 If the System or parts of the System are delivered to you, you will ensure that it is stored in a safe, dry environment and will take care not to damage or permit any damage to any such parts. You are responsible for all risk including any damage to or loss of any parts to the System once they are delivered to you.

4. Things you should know

4.1 We are providing and maybe installing the System to you. In doing so we do not undertake structural or other types of building surveys and therefore if the installation cannot be completed, or any damage is

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caused through existing structural or other defects in your property and existing systems, we cannot be responsible for this.

4.2 If you ask us and we agree to remove an existing system, it may not be possible to remove it intact. The cost of this is not covered in the Order unless specified otherwise.

4.3 If we are asked to install the System and discover that a consequential part of your system already in place is illegal, damaged or unusable then it has to be put right at your cost. We will discuss this with you and agree any further costs before these are incurred by you.

4.4 If you provide us with incorrect measurements or any other incorrect information, and we rely on this in preparing the Order, we reserve the right to increase our price to cover the reasonable cost of making good any errors or doing any additional work required because of them. Any price increase will be discussed with you and dealt with in accordance with paragraph 2.4.

4.5 With certain products, special types of care and maintenance may be required. We will provide you with the necessary instructions for this on completion of the work; however we can take no responsibility for damage caused because you did not care for the products or carry out maintenance work as specified in those instructions.

5. Warranty

5.1 We do not manufacture the System equipment or components but so far as we are able to do so we pass on the benefit of the Manufacturer's standard terms of warranty given with the principal's equipment. These warranties cover manufacturing faults, satisfactory quality of the equipment within the meaning of the Supply of Goods and Services Act 1982 and fitness for the purpose for which the equipment is designed. If you need to make a claim under the warranty we will administer this process on your behalf and ensure that your claim is dealt with appropriately by the equipment provider.

5.2 We warrant that the System will comply with the Order, as may be amended by paragraph 2.4.

5.3 We warrant all other goods and labour that form part of the System against failure or breakdown for a period of one year from delivery, the guarantee for hinges and locks is 5 years from the date of commissioning. We are not responsible for faults that are due to incorrect handling or external events i.e damage and fire.

5.4 You must inform us when you become aware of any faults in the System, otherwise you could invalidate your warranty.

6. Price, VAT and Payment
6.1 The price for the work is as stated on the Order and unless stated otherwise is exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from you. (VAT rate on systems is currently at 20%)

6.2 You will need to pay according to the credit terms we set. Axelent have a policy of ongoing credit monitoring and reserve the right to change or remove credit terms without notice. If Pro-Forma payment is required funds must show as clear on our bank account before we confirm the order.

6.3 Full payment may be requested on delivery of materials and completion of any works by us (if applicable).

6.4 The balance outstanding or the total price specified in the Order will be due upon satisfactory completion of the order according to the terms stated.

6.5 If you fail to pay any sum owed under the Order then you shall be liable to pay statutory interest to us on the sum payable per invoice from the date when it became payable at the rate of 8%, above Bank of England Base Rate. (The Late Payment of Commercial Debts) (Rate of Interest) (No 3) Order 2002

6.6 5 If you fail to pay any sum owed under the Order then you shall be liable to pay once statutory interest begins to run in relation to the qualifying debt, a fixed

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sum (in addition to the statutory interest on the debt).

(2) That sum shall be in accordance with (The Late Payment of Commercial Debts Regulations 2002)

7. Delivery

If we Supply or Supply and Install the system we would aim to complete this on time, but it is not always possible to do so, for example where delay is caused by weather conditions or circumstances which are outside our control. If this situation occurs our aim is to complete as soon as we reasonably can.

8. Cancellation Rights

8.1 We reserve the right to cancel your Order in the following cases:

8.1.1 where, after the designs for the System have been produced, it is apparent that the work as shown in your Order cannot be carried out for safety or other technical reasons; and/or 8.1.2 where, after the designs for the System have been produced, we find it necessary to recommend design changes for safety or other technical reasons which you do not agree to.

8.2 In the case of cancellation we will return your deposit (if applicable) to you after deducting any fair and reasonable expenses we have incurred up to the date of cancellation.

8.3 You may cancel Order and Packing at any time before dispatch of the System, provided that you will be responsible for the cost of manufacture of any custom made parts required for the System and specific to your Order, also any system equipment or components ordered and delivered to you, any packing and re stocking charges and any transport cancellation charges if applicable. In this event we will deduct such reasonable cost from any deposit (if applicable) and return the remainder to you, or invoice you for these items. If these costs exceed the value of the deposit (if applicable) you will be required to make up the shortfall. Where you cancel your Order but have paid for any parts of the System we will at your request deliver (but not install) them to

you.

8.4 To cancel an Order if 8.3 applies, you should contact us immediately by phone. Cancellation should be confirmed in writing via email or post within 7 days. Contact details for where to send the cancellation are set out in Paragraph 9.1 below.

9. Contact details

9.1 Our correspondence address is Axelent Limited, Unit 9 Hillmead Industrial Estate, Marshall Road, Swindon SN5 5FZ.

9.2 If you wish to cancel the contract or have any comments or complaints about the work, letters or other communications should be addressed to Customer Services, either by writing to the address given in Paragraph 9.1, by email to sales@axelent.com

10. Ownership of goods

10.1 We shall own the components of the System until we have received cleared payment in full from you, even though the components may have already been delivered to you. Where you have paid by Cheque or BACS, Faster Payment or Telegraphic Transfer (payment in full means that the funds have reached our bank account and cleared).

We reserve the right to remove all Components of the system in any condition fitted or unfitted unless it is paid in full and on time.

10.2 Components delivered to you are held by you at your risk. The entire System is at your risk once installed.

11. Liability

11.1 If the System is not what you ordered or is damaged or defective or the delivery is of an incorrect quantity or if any part of the work is performed negligently or in breach of the provisions of your Order or these terms and conditions, you should let us know of the problem by writing to us at our contact address as set out in paragraph

9.1 as soon as reasonably possible.

11.2 Our total liability in respect of any potential claim (excluding death or personal injury caused by our

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negligence) is limited to the amount set out in the Order as the cost for the supply and/or installation of the system (if applicable).

11.3 We shall not be liable to you for any form of indirect or consequential losses incurred by you including loss of profits, pure economic loss, depletion of goodwill or otherwise.

11.4 Warranty claims made by you under paragraph 5 are claims against the provider of the faulty equipment and whilst we agree to administer the warranty process we are not liable for such claims.

12. General

12.1 The copyright and all other intellectual property rights of whatever nature in any designs, artwork, photographs, digital images or other material produced by us as part of the work, are and shall remain, our property.

12.2 If any part of these terms and conditions is unenforceable the enforceability of any other part of these conditions will not be affected.

12.3 Nothing in these terms and conditions affects your statutory rights as a consumer (if applicable).

12.4 We shall not be liable to you for any delay, loss or damage caused to or suffered by you due to any circumstances beyond our reasonable control. Where such circumstances continue for a consecutive period of two months, either you or we may cancel your Order by giving notice in writing to the other person.

12.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and despite any other provision of these terms and conditions this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

12.6 If we waive any breach by you of any term of these terms and conditions it shall not be deemed to be a waiver of any subsequent breach or default and shall not affect these terms and conditions.

12.7 Acknowledgement of these terms and conditions will be sent to you as a new or existing customer, and will be deemed as being accepted by

yourselves before any order is placed. these terms and conditions are non negotiable.

12.8 These terms and conditions are governed by and shall be construed in accordance with English law and we both submit to the exclusive jurisdiction of the English courts.